

Interlocal Contract

Under the Provisions of 24 V.S.A. §§ 4901-4902

Between

Town of Strafford, Vermont

and

Town of Sharon, Vermont

This is an Interlocal Contract in accordance with the provisions of Title 24 V.S.A. §§ 4901-4902.

1. Definitions.

- (a) **Strafford.** "Strafford" is the Town of Strafford, a Vermont municipal corporation. Strafford is in Orange County.
- (b) **Sharon.** "Sharon" is the Town of Sharon, a Vermont municipal corporation. Sharon is in Windsor County.
- (c) **The Two Towns.** The term "the Two Towns" is a reference to Sharon and Strafford together.
- (d) **AVC.** "AVC" is Alliance for Vermont Communities, Inc., a Vermont non-profit corporation.
- (e) **The Ashley Community Forest.** "The Ashley Community Forest" is real property located in both Sharon and Strafford. The Ashley Community Forest was conveyed to AVC by a deed from Rosamond Ashley dated 05 June 2018 and recorded at Book 94, Pages 6-8, in the Strafford Land Records, and recorded at Book 102, Pages 423-425, in the Sharon Land Records. It is contemplated that land may be added to the Ashley Community Forest in the future, either by donation or by purchase. The Ashley Community Forest Board, described below, may recommend purchase of such additional land to the legislative bodies of both towns. In the event of an acquisition of real property, funds from the Ashley Community Forest Management Account, and other grants and contributions as may be obtained for that purpose, may be used for the acquisition and associated transaction costs, subject to the approval of the Select boards of Strafford and Sharon.
- (f) **Vermont Land Trust.** The Vermont Land Trust is a Vermont nonprofit corporation that is tax exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code.
- (g) **The Vermont Housing and Conservation Board.** The Vermont Housing and Conservation Board is a public instrumentality of the State of Vermont.

2. Statement of Facts

AVC purchased the Ashley Community Forest in order to preserve it for future generations. AVC intends to convey to the Vermont Land Trust and the Vermont Housing and Conservation Board a conservation easement ("the Conservation Easement") that will restrict the development of the Ashley Community Forest and preserve the Ashley Community Forest for the purposes of forestry, agriculture, horticulture, recreation, natural resource education, wildlife habitat conservation, historic preservation, sustainable timber harvest, and the preservation of scenic beauty. After the conveyance of the Conservation Easement, then AVC plans to convey the underlying fee interest in the Ashley Community Forest to the Two Towns to be held by them as municipalities as a community asset, subject to the Conservation Easement. The Conservation Easement will limit subdivision, mineral extraction, residential development, and commercial development in the Ashley Community Forest. The Conservation Easement will require that agriculture, forestry, and recreation activities in the Ashley Community Forest be conducted in accordance with a management plan approved by the Two Towns and by the Vermont Land Trust and the Vermont Housing and Conservation Board.

Ownership of the Ashley Community Forest by the Two Towns will entail long-term management of the Ashley Community Forest for the purposes set out above. The Two Towns enter into this Interlocal Contract in order to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties, *i.e.*, the Two Towns.

3. Authority and Ownership. Each of the Two Towns is authorized by law to perform the governmental services, activities, or undertakings described in this Interlocal Contract.

The Town of Sharon will own the land in Sharon subject to the Conservation Easement. The Town of Strafford will own the land in Strafford subject to the Conservation Easement. While each town will own its own portion of forest independent of the other town, the Two Towns agree to manage the parcels in a coordinated fashion as described in this Interlocal Contract.

4. Management. The Ashley Community Forest shall be managed by a five-member board to be called "the Ashley Community Forest Board." The five members shall be appointed as follows:

- (a) Two members shall be appointed by the legislative body of the Town of Sharon.
- (b) Two members shall be appointed by the legislative body of the Town of Strafford.
- (c) Each of the four members appointed by the legislative bodies of the Two Towns shall serve at the pleasure of those legislative bodies, and shall have set terms of three years.
- (d) At the meeting at which these members are first appointed, they shall be appointed for the following terms: one for two years and one for three years.
- (e) The fifth member shall be chosen by four members chosen by the legislative bodies and shall serve for a three-year term.
- (f) Each of the five members shall serve until a successor is appointed for them as provided above.

5. Meetings of the Ashley Community Forest Board.

- (a) The members of the Ashley Community Forest Board shall hold an annual organizational meeting. The members of the board shall select a person to chair the board, a treasurer, and a secretary.
- (b) The Ashley Community Forest Board shall meet at the call of the chair of the board, but at least four times per year. Meetings shall be conducted in accordance with the latest edition of *Robert's Rules of Order*. Three members shall comprise a quorum for any meeting of the board at which action is to be taken. Only when a quorum is present at a meeting of the board can any action of the board be taken and a consensus of the quorum of the full board is the least number of votes needed to take action. That is, if not all members present at a meeting vote, then a majority of the members who do vote may take action only if they have the number of votes equivalent to a consensus of the quorum (three votes in favor of the action).
- (c) All meetings of the board are public meetings of a Vermont municipal board, and all records of the board are public records, all as set out in Title 1, Chapter 5 of the Vermont Statutes.

(d) Notwithstanding the above, no action involving the commitment of funds exceeding \$1000, action involving a lease, license, or easement or any other use of the premises by third parties exceeding one month in duration or the contracting for removing timber or other resources from the premises shall be authorized absent the agreement of at least one member appointed by each Town.

6. Management of the Ashley Community Forest.

- (a) The Ashley Community Forest Board shall manage the Ashley Community Forest as municipally owned land in accordance with the provisions of the Conservation Easement

and the responsibilities listed below. The Ashley Forest Community Forest Board shall operate and manage the Forest and its finances in compliance with the policies and procedures applicable to each Town's Commissions and Commissioners. In the event of a conflict between Town policies, the more restrictive policy or procedure shall control. With approval of the two town's Selectboards, the Ashley Community Forest Board shall have the power to execute timber sale contracts and leases for periods of up to 10 years, concerning the Ashley Community Forest. Other than the leases described in the last sentence, the Ashley Community Forest Board shall not have the power to convey any other interest in real property concerning the Ashley Community Forest, and such power shall be exercised by the respective legislative bodies of the Two Towns.

(b) The Ashley Community Forest Board shall include these activities in the management of the Ashley Community Forest:

(1) Development of a management plan for the community forest in accordance with the requirements of the Conservation Easement and with the approval of the Vermont Land Trust and the Vermont Housing and Conservation Board.

(2) Development and maintenance of trails and recreation facilities on

the Ashley Community Forest.

(3) Management and control of all species of plants growing on the Ashley Community Forest.

(4) Preservation of historic aspects of the Ashley Community Forest, including research relating to those historic aspects.

(5) Development of outdoor-education programs.

(6) The Ashley Community Forest Board shall submit an annual budget to the Selectboard of each Town. Desired expenditures in excess of annually approved budgeted amounts must be approved by each Selectboard. Neither Town shall be obligated or required to fund the Ashley Community Forest budget in excess of funds available in the Management Account.

(c) This interlocal Contract shall be formally reviewed by the Ashley Forest Management Board at least every five years in order to evaluate its effectiveness and efficiency. Notwithstanding the above, this Contract may be amended at any time if deemed desirable by both Towns.

7. Unified Management Goals. The Two Towns agree that the Ashley Community Forest is a single resource located in two towns. The Two Towns agree that all decisions relating to the Ashley Community Forest shall treat the Ashley Community Forest as a single, unified parcel. Because the Two Towns are located in different counties, the Two Towns request the County Foresters in Windsor County and Orange County to cooperate in the development of a unified management plan for the Ashley Community Forest.

8. The Ashley Community Forest Management Account.

(a) It is the intention of the Two Towns to have the Ashley Community Forest be a community asset that will be held for the long term, to benefit generations to come. The Two Towns recognize that a long-term asset like the Ashley Community Forest shall have a long-term financial structure.

(b) The Two Towns expect that the Ashley Community Forest may attract donations from interested persons, and may be eligible for receiving public or private grants for furthering the purposes of the Ashley Community Forest. The Two Towns expect that there will be sales of timber and other products of the Ashley Community Forest that will generate revenue from time to time. The Two Towns agree that funds such as income from sales, donations, and grants, as well as other income or funding directed specifically to the purposes of the Ashley

Community Forest, shall be used exclusively for the management and betterment of the Ashley Community Forest.

(c) All funds of the Ashley Community Forest shall be held in a separate account called, "The Ashley Community Management Account" to be held in accordance with the laws of Vermont by either the treasurer of Sharon or the treasurer of Strafford.

(d) The Ashley Community Forest Board shall use those funds for the purposes described above.

(e) To manage revenues and expenditures in line with the cooperative management structure, the parties to this agreement agree to establish the Ashley Community Forest Management Account ("Management Account") at the Town of Strafford or Sharon with the Town Treasurer, as designated by the Selectboards of the two towns.

(f) The Treasurer of the Ashley Community Forest Board will be responsible for all record keeping of revenues and expenditures and shall be responsible for coordinating with the Town Treasurer holding the funds. The treasurer will also provide an annual report to the full Ashley Community Forest Board and to the Two Towns' legislative bodies of the current fiscal status of the Management Account. The Management Account shall be included in the annual audit of each town's finances.

(g) For the purposes of accounting between the two towns, each town agrees that one half (1/2) of all funds received and deposited to the Management Account shall be accounted as belonging to each town regardless of the source, including contributions, grants, and forest product sales. Likewise, all disbursements and expenditures shall be charged one-half (1/2) to the account of each town.

(h) It is further agreed by the towns that in the event of the dissolution of this agreement and/or the transfer of ownership of the real property or any part of it by either town the part of the Management Account balance attributed to the withdrawing/transferring town shall follow the ownership interest conveyed.

(i) Each Town hereto grants to the other Town a one year Right of First Refusal to acquire for \$1.00 the interest of the other Town in the event the other Town determines and votes to divest its ownership interest in the real property.

(j) The parties hereto agree to coordinate each Town's insurance coverage of its interest in the Ashley Community Forest and the Ashley Community Forest Board in order to efficiently and fairly manage risks and inform their oversight of the Ashley Community Forest and Board.

9. Effective Date; termination.

(a) This Interlocal Contract will become effective (a) when it has been approved by the legislative bodies in the Two Towns, and (b) AVC has conveyed to the Two Towns the real property described at Book 94, Pages 6-8, in the Strafford Land Records, and at Book 102, Pages 423-425, in the Sharon Land Records, and shall continue until terminated.

(b) This Interlocal Contract may be terminated in accordance the provisions of Vermont law for termination of Interlocal Contracts.

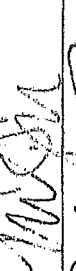
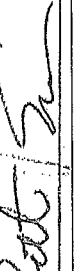
Strafford's Approval. This Interlocal Contract was approved in accordance with the provisions of 24 V.S.A. §§ 4901-4902 by the legislative body of the Town of Strafford, Vermont, at its meeting on the 21st day of Nov, 2021.

Signature

Laura M. Pappas
Pat Kelly

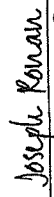
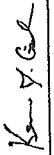

Date

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Sharon's Approval. This Interlocal Contract was approved in accordance with the provisions of 24 V.S.A. §§ 4901-4902 by the legislative body of the Town of Sharon, Vermont, at its meeting on the 18th day of DECEMBER 2021.

Signature	Date
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DocuSigned by: 	<u>1/4/2022</u>
DocuSigned by:  497EEAEF450RED	<u>1/3/2022</u>
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